

RICHMOND LEASING COMPANY  
1700 West Loop South  
Suite 1500  
Houston, Texas 77027

13047  
RECORDATION NO. .... Filed 147  
APR 13 1981 - 11 20 AM  
INTERSTATE COMMERCE COMMISSION

April 3, 1981

1-103A041

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Gentlemen:

No. ....  
APR 13 1981  
Date .....  
Fee \$ 50.00  
ICC Washington, D. C.

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation three (3) executed counterparts of a Hopper Car Lease dated as of December 30, 1980, by and between Richmond Leasing Company and Warrenton Railroad *Lease* Company relating to railroad cars used or intended for use in connection with interstate commerce.

The address of Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027, and the address of Warrenton Railroad Company is P. O. Box 518, Warrenton, North Carolina 27589.

The equipment covered by the lease is as follows:

<u>Quantity</u>	<u>Type</u>	<u>Car Numbers</u>
25	4,750 cubic foot covered hopper cars	HRT 12101- HRT 12125

RECEIVED  
APR 13 11 11 AM '81  
I.C.C.  
FEE OPERATION BR.

Enclosed is a \$50 check to cover the recordation fee.

You are hereby authorized to deliver one executed copy of the lease with filing data noted thereon, following recordation, to the undersigned at the address of Richmond Leasing Company set forth herein.

Very truly yours,

RICHMOND LEASING COMPANY

By 

RLC:llw

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**4/13/81**

**OFFICE OF THE SECRETARY**

**Jim Herring**  
**Richmond Leasing Co.**  
**1700 West Loop South**  
**Suite 1500**  
**Houston, Texas 77027**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/13/81** at **11:20am**, and assigned re-recording number(s). **13047**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 13047  
APR 13 1981 - 11 20 AM  
INTERSTATE COMMERCE COMMISSION

Lease Number S80  
Lessee Number 116

RICHMOND LEASING COMPANY

HOPPER

~~TANK CAR LEASE AND SERVICE CONTRACT~~

THIS AGREEMENT, made this 30th day of December, 19 80, by and between RICHMOND LEASING COMPANY, a Delaware corporation, having its principal office at 1700 W. Loop South, Houston, Harris County, Texas, hereinafter called "Lessor", and WARRENTON RAILROAD COMPANY, a North Carolina corporation, having its principal office at Warrenton, North Carolina, hereinafter called "Lessee".

WITNESSETH:

1. *Rental and Service Charges.* Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "riders" attached hereto and made a part hereof (hereinafter referred to as the "Riders", this instrument, together with the Riders, shall be herein referred to as the "Agreement"), the railroad ~~tank~~ cars described in the Riders (hereinafter referred to singularly as the "Car" or collectively as the "Cars"), for the use of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof all as set forth in the Riders.

2. *Payment.* Lessee agrees to pay said rental and service charges to Richmond Leasing Company at its principal office located in Houston, Harris County, Texas, on the first day of each calendar month in advance, without deduction, except that the Lessee shall pay in advance on the delivery of each Car, respectively, a pro rata portion of one month's rental and service charges for the period intervening the date of delivery and the first of the next succeeding calendar month, and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the termination of this lease.

3. *Inspection of Car.* Each of the Cars shall be subject to Lessee's inspection before loading; and the successful loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the Cars described in the Riders. In any event, however, monthly rental ~~and service charges~~ shall be paid from the date of delivery at the point of delivery described in the Riders.

4. *Responsibility of Lading.* Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage, or claim therefor.

5. *Damage to Car Resulting from Lading.* In the event any of the Cars, or the tank, fittings or appurtenances thereto, including the interior lining for tanks so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage.

6. *Alteration and Lettering.* Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder, Lessee will be permitted to board and placard or stencil the Cars with letters not to exceed two inches (2") in height.

7. *Limitations on Use.* Lessee will not use the Cars in a "unit train" without advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

8. *Maintenance.* ~~Lessor~~ Lessee agrees to maintain each of the Cars in good condition and repair according to the Interchange Rules of the Association of American Railroads ("AAR"). ~~and~~

~~Lessee agrees to forward the Cars to the shops of lessor for periodic maintenance and repairs as may be directed by lessor. No repairs of any of the Cars shall be made by Lessee without Lessor's prior written consent except that Lessee shall, at its expense, replace any removable parts (doors, covers, outlets, etc.) if lost or broken. Replacement or repair by Lessee of any parts, equipment, and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed in writing by Lessor. Lessee agrees that it will assume the responsibility for the maintenance,~~

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~~replace work and testing of safety valves, angle valves, and check valves, and if Cars are so equipped, the chain hoists, gauging devices, regulators, or other safety devices and rap unloading devices. If any of the Cars shall be completely destroyed, or if the physical condition of any Car shall become such that such Car cannot be operated in railroad service as determined by the parties, then the Lessor may cancel this lease as to such Car as of the date on which~~

of the hopper cars, including hatch covers and outlet gates.

Lessee may, as mutually agreed,

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if agreeable by Lessee

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such event occurred, or may substitute another Car of approximately the same type and capacity within a reasonable period of time, and, in the event of such substitution, the substituted Car shall be held pursuant to all the terms and conditions of this Agreement. Should any of the Cars become unavailable for use pursuant to this Agreement for any other reason, Lessor shall have the right to substitute another Car of approximately the same type and capacity within a reasonable period of time; and, in the event of such substitution, the substituted Car shall be held by Lessee pursuant to all the terms and conditions of this Agreement.

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~~When Cars are placed in private car shops for repairs, the responsibility for the Cars shall be fixed on the date of removal from the shops and shall be terminated on the date such Cars are forwarded from the shops for the date such Cars are received back in service. If any repairs are required as a result~~

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~~of the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad. The responsibility shall continue during the term of the lease and Lessee agrees to pay Lessor for the cost of such repairs.~~

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Lessee agrees that if by reason of such misuse or negligence or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any Car is completely destroyed or, in the opinion of the Lessor, such Car's physical condition is such that it cannot be operated in railroad service, Lessee will pay Lessor, in cash, the replacement value of such Car within ten (10) days following a request by Lessor for such payment. ~~AAR depreciated~~

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9. *Lining.* The application, maintenance, and removal of interior protective lining in Cars so equipped is to be at the expense of the Lessee, including freight charges to and from the lining shop.

10. *Indemnity.* Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly or indirectly, out of Lessee's or any sub-lessee's use, lease, possession, or operation of the Cars occurring during the term of this lease, or by the contents of such Cars, howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility and satisfy such responsibility. All indemnities contained in this Agreement shall survive the termination hereof, however same shall occur.

11. *Governmental and Industrial Regulations.* Lessee agrees to comply with all governmental laws, rules, regulations, and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the Cars during the term of this Agreement.

12. *Return of Cars.* Upon the expiration or termination of this lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was originally equipped or which had been added during the term of the lease, and to give Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars containing residue or for converting the Cars from the Lessee's service to another service, as well as monthly rental and service charges incurred during the cleaning process.

13. *Reports.* Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipped, commodity, destination, and full junction routing of each movement. Failure to provide such monthly reports will result in Lessee's forfeiture of the mileage earned by the Cars for the month not reported. Lessee shall, within ten days after notification to Lessee, give Lessor written notice of any injury to either person or commodities which involve the Cars.

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14. *Additional Charges by Railroads.* ~~Lessee agrees to use the Cars upon each railroad over which the Cars shall move in accordance with the then prevailing tariff of which each such railroad shall be a party and of the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad. Lessor shall pay Lessor for such charges within the period prescribed by and on rates and under the conditions established by said then prevailing tariffs.~~ Lessee agrees to indemnify Lessor against ~~same and shall be liable~~ for any switching, demurrage, track storage, or detention charge imposed

any liability on any of the Cars during the term hereof. or any other charges on the operation

During the term of this Agreement, Lessee agrees that it will use its best efforts to maintain the aggregate mileage under load for all Cars covered by this Agreement equal to or exceeding the aggregate mileage empty for such Cars. Following (i) the end of each calendar year during the term of this Agreement and (ii) the termination or expiration of this Agreement, the Lessor will determine for the calendar year or portion thereof just ended the aggregate loaded mileage and empty mileage of the Cars and advise Lessee of same. In the event that the empty mileage of the Cars should exceed, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess according to the rate established by the governing tariff.

Lessee

15. *Taxes and Liens.* ~~Lessor~~ Lessee agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent and service charges, all sales, use, leasing, operation, excise, and other taxes with respect to the Cars, together with any penalties, fines, or interest thereon, and all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this lease or of any of the Cars or any part of a Car or permit any encumbrance or lien to be entered or levied upon any of the Cars.

16. *Assignment.* ~~Lessee agrees to use the Cars exclusively in Lessee's own service within the boundaries of the continental United States (exclusive of Alaska and Hawaii) and Canada and to make no transfer, or assignment, of this Agreement, except that Lessee shall have the right to sublease any of the Cars, for single trips, to its customers or to its suppliers, and to cause such Cars so subleased to be boarded or placarded with the names of the sublessees in accordance with the provisions of demurrage tariffs lawfully in effect, where the sole purpose of such subleasing is to obtain an exemption from demurrage for said Cars so subleased; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under this Agreement; and provided further that Lessor shall have the right to withdraw this privilege of subleasing at any time. In the event any of the Cars are used outside of the area specified in the paragraph for any reason whatsoever, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss or damage suffered by Lessor, or claim against Lessor, and for all costs and expenses, including legal costs and attorney's fees arising in any way from such Car movement.~~

As defined under Rider one (1), provision seven (7).

Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and the Lessee, its successors and assigns.

17. *Default.* It is mutually agreed that the time of payment of rental and service charges is of the essence of this Agreement and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed, and such default shall continue for ten (10) days or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events, Lessor, at its election, may, upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars, and this lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice, repossess itself of said Cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation) and collecting the rentals thereof to satisfy the rental and service charges herein reserved, the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or such retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of said Cars. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

18. *Reliance on Lease.* Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement, whether or not executed, shall be the agreement between the parties for such Cars and supersedes prior negotiations and correspondence.

19. *Notice.* All notices provided for herein, as well as all correspondence pertaining to this Agreement, shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such addresses may be changed by either party giving written notice thereof to the other.

20. *Miscellaneous.* Nothing herein contained shall give or convey to Lessee any right, title, or property interests in and to the Cars except as Lessee. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

It is expressly understood and agreed that this Agreement constitutes a separate ~~Tank Car Lease and Service Contract~~ Covered Hopper with respect to the Cars described in each Rider. The termination or extension of any such contract shall not affect any other contract, and a supplement evidencing the same shall be executed, delivered, and acknowledged at the request of either party hereto. At the request of either party hereto, a separate Tank Car Lease and Service Contract with respect to the Cars described in any Rider will be executed, delivered, and acknowledged in substantially the form of this Agreement. nw  
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This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Agreement and all of Lessee's rights under this Agreement and all rights of any person, firm, or corporation who claims or who may hereafter claim any rights under this Agreement under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, and/or equipment trust agreements covering the Cars or any of them heretofore or hereafter created and entered into by Lessor, its successor or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the Cars may be lettered or marked to identify the legal owner of the Cars at no expense to Lessee. If, during the continuance of this Agreement, any such marking shall at any time be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

This Agreement shall be governed and construed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

Signed before me this 30 day of December, 1980.

Jan Leaver  
Notary Public for the State of Texas

RICHMOND LEASING COMPANY

"LESSOR"

By William Walton Jr.  
President

WARRENTON RAILROAD COMPANY

"LESSEE"

By Willard L. Linnard, President

Lease Number S80  
Lessee Number 116  
Rider Number 1

RICHMOND LEASING COMPANY

HOPPER

RIDER TO ~~TANK CAR LEASE AND SERVICE CONTRACT~~

TERMS AND DELIVERY

THIS RIDER between RICHMOND LEASING COMPANY and the LESSEE identified below shall be subject to the terms and conditions hereof effective as of the 30th day of December, 19 80 :

1. *Rental and Service Charges.* The Cars subject to this Rider have monthly rental and service charges as follows:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>	<u>Monthly Rental and Service Charge Per Car</u>
25	4750 cubic foot covered hopper car	HRT 12101 - HRT 12125	\$450

2. *Term.* The initial term of this Rider respecting each Car commences on the date of delivery of such Car to Lessee (hereinafter called "Effective Date") and shall continue in effect for a period of sixty (60) months. Notwithstanding the expiration or termination of this Rider, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor in clean condition.

3. *Delivery.* Each of the Cars shall be delivered to the Lessee at Southern Pacific Railroad - Sheldon, Texas, freight charges collect. The obligation of Lessor to furnish the Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen, or governmental authority; and Lessor shall not be liable for any damages by reason of any such delay.

- ~~4. *Mileage.* Lessor shall collect all mileage earned by the Cars, and shall credit to the rental account of Lessee for each accounting period (as defined below) such mileage earned by the Cars while in the service of Lessee, as and when received from the railroads, according and subject to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder for such accounting period. The term "accounting period", as used in this Rider, is defined to mean each period of twelve (12) consecutive months within the term of this Rider, ending on the anniversary on the Effective Date hereof, and any period from the last such twelve (12) month period to the date of expiration of this Rider. If the term of this Rider is less than twelve (12) months, "accounting period" is defined to mean the term of the Rider.~~
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January 15, 1977

5. Service. The Lessee will use the Cars only for the loading of grain and fertilizer


6. Other Provisions of Rider.

a) Rental shall be due and payable each month for length of this agreement without abatement. WW

7. Assignment. Lessee agrees to use the Cars within the boundaries of the continental United States (exclusive of Alaska and Hawaii), Mexico, and Canada. Lessee shall have the right to sublease or assign any of the Cars, and upon notice by the Lessee to the Lessor that such a sublease or assignment has occurred, the Lessor will treat such sublessee or assignee as the Lessee for the purposes of the lease; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under this agreement. In the event any of the Cars are used outside of the area specified in the paragraph for any reason whatsoever, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss or damage suffered by Lessor, or claim against Lessor, and for all costs and expenses, including legal costs and attorney's fees arising in any way from such Car movement.

Subject always to the foregoing, this agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and WW the Lessee, its successors and assigns.

Signed before me this 30 day of December, 19 80.

  
Notary Public for the State of Texas

RICHMOND LEASING COMPANY

"LESSOR"

Date: 12/30/80

By William Stalton Jr.  
President

WARRENTON RAILROAD COMPANY

"LESSEE"

Date: 12/30/80

By Willard Farnydonal President



Lease Number S80  
Lessee Number 116  
Rider Number 2

RICHMOND LEASING COMPANY

HOPPER

~~RIDER TO HOPPER CAR LEASE AND SERVICE CONTRACT~~

ESCALATION OF MONTHLY RENTAL AND SERVICE CHARGES

THIS RIDER between RICHMOND LEASING COMPANY and the LESSEE identified below shall be subject to the terms and conditions hereof effective as of the 30th day of December, 19 80.

1. The Cars subject to this Rider are as follows:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	4750 cubic foot covered hopper car	HRT 12101 - HRT 12125

2. The monthly rental and service charges are subject to increase at the each of each period of five (5) year(s) of service, using the method described herein. The AAR labor rate for freight car repair (currently identified as Job Code 4450 in the Office Manual of the AAR Interchange Rules) at the end of each period of five (5) year(s) of service will be compared to the AAR labor rate in effect at the date of delivery. For each \$0.01 increase in the labor rate, the monthly rental and service charge will be increased \$0. 06 per Car per month. In the absence of a recognized AAR labor rate in future periods, a comparison of some other existing labor index acceptable to Lessor and Lessee will be used to compute the increase in the monthly rental and service charge.

~~3. The rental and service charges will increase at a monthly rate of \$ per Car for each \$100.00 of additional material and labor cost of manufacturing, including surcharges and freight rates. Bases for cost escalation on specialties, materials, and freight are prices in effect as of~~

~~4. The rental and service charges are based upon construction of the Cars in accordance with the design requirements of the AAR, Department of Transportation, and the Federal Railroad Administration effective at the time the lease of the Cars was quoted to Lessee. Any change in design due to changes in these requirements or due to the requirements of any other governmental authority between and the expiration or termination of this lease will cause the rental and service charges to increase at a monthly rate of \$ per Car for each \$100.00 of additional material and labor costs of manufacturing, including surcharges and freight rates.~~

~~5. To the monthly rental and service charges, Lessor will add \$ \_\_\_\_\_ per mile for each mile traveled by the Cars in a calendar year above the "maximum average mileage" which is to be determined as follows: The "maximum average mileage" for a calendar year shall be determined by multiplying \_\_\_\_\_ miles by the number of Cars covered by this Rider during such calendar year. Any Cars covered by this Rider during only a portion of the calendar year in question shall be included on a pro rata basis in the calculation of the "maximum average mileage".~~

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Signed before me this 30 day of December, 19 80.

Jan Leamer  
Notary Public for the State of Texas

RICHMOND LEASING COMPANY

"LESSOR"

Date: 12/30/80

By William Walton Jr.  
President

WARRENTON RAILROAD COMPANY

"LESSEE"

Date: 12/30/80

By William Fennel President